

The Corporation of the Township of Whitewater Region

By-law Number 17-06-970

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**Being a by-law to authorize a Memorandum of Understanding concerning the construction and maintenance of a monument in Cobden Veterans Memorial Park**

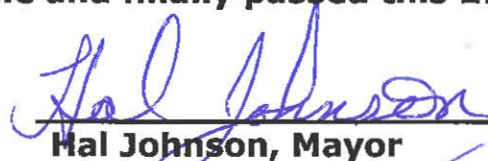
**Whereas**, Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and


**Whereas**, the Council of the Township of Whitewater Region supported the erection of a monument in Cobden Park recognizing 427 (Lion) Squadron of the Royal Canadian Air Force;

**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. That the Mayor and Chief Administrative Officer/Clerk are hereby authorized and directed to execute the Memorandum of Understanding (Schedule "A") on behalf of the Corporation of the Township of Whitewater Region with the Canadian Armed Forces as represented by the 427 (Lion) Squadron Royal Canadian Air Force concerning the construction and maintenance of a monument in Cobden Veterans Memorial Park.
2. That Schedule "A" attached hereto shall form a part of this By-Law.
3. This by-Law shall come into force and take effect upon the date of the final passing thereof.

**Read a first, second and third time and finally passed this 21st day of June, 2017.**

  
\_\_\_\_\_  
Hal Johnson, Mayor

  
\_\_\_\_\_  
Robert H.A. Tremblay, Clerk

DND Identification Number: 2017050016

2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION  
(Hereinafter referred to as the "Township")

AND

CANADIAN ARMED FORCES  
As represented by  
427 (LION) SQUADRON ROYAL CANADIAN AIR FORCE  
(Hereinafter referred to as the "Squadron")

CONCERNING THE CONSTRUCTION AND MAINTENANCE  
OF A MONUMENT IN COBDEN PARK

1. **INTRODUCTION**

1.1 This Memorandum of Understanding (MOU) is between the Township and the Department of National Defence, as represented by the Squadron, hereinafter referred to as the "Participants".

2. **OBJECTIVES AND SCOPE**

2.1 The purpose of this MOU is to establish an arrangement between the Participants allowing for the construction and maintenance of a monument by the Squadron in Cobden Park, Cobden, Ontario.

2.2 The Participants acknowledge that, notwithstanding the wording used in the MOU, neither the MOU as a whole nor any of its parts taken separately are, or ever have been, intended to be a contract and no contractual obligations are incurred by the Participants as a result of the existence of this MOU.

2.3 This MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of the MOU must be accomplished in accordance with the applicable procurement laws, regulations and financial authorities.

3. **ORGANIZATION, MANAGEMENT AND RESPONSIBILITIES**

3.1 The Squadron will be permitted to construct and place a monument in the style and dimensions (the "Plans") as set out in Schedule "A" attached hereto in Cobden Park, Cobden, Ontario, which lands are owned by the Township.

3.2 The Township will have final approval of the Plans for the monument prior to its placement in the park.

3.3 The Squadron will consult with the Township with respect to the timeline of construction and placement of the monument.

3.4 The Squadron will provide the Township with a reasonable opportunity to have a Township employee be present during construction and placement.

3.5 The Township will have final approval with respect to the timeline of construction and placement.

3.6 The Squadron will be responsible for all costs related to the construction and placing of the monument on the Township property.

3.7 The Squadron will keep the monument in good repair at all times and shall be responsible for all costs of maintenance.

3.8 The monument will be the property of the Squadron at all times.

3.9 If the monument is removed from the property, the Squadron will restore the park grounds to the same condition as they were prior to the construction and placing of the monument. This would include the removal of any concrete pad or other platform for the monument.

#### 4. FINANCIAL ARRANGEMENTS

4.1 The Squadron is responsible for all costs relating to the planning, construction, placement, maintenance, and removal of the monument.

4.2 Estimates of the costs of construction and placement will be obtained and subsequently approved by the Squadron prior to construction and placement.

4.3 The Squadron will obtain annual estimates on the cost of maintenance following completion of monument construction and placement.

#### 5. CLAIMS

5.1 Each Participant waives all claims against the other Participant for injury or death of their personnel or agents if such injury or death relates to the planning, construction, maintenance or removal of the monument. Each Participant waives all claims against the other Participant for damage to, or loss of, its property or land caused by Participants' personnel or agents. If, however, such damage or loss results from reckless acts or reckless omissions, wilful misconduct, or negligence of a Participant's personnel or agents, the cost of any resulting claims will be borne by that Participant alone.

5.2 Claims from any other persons for injury, death, damage or loss of any kind will be processed by the most appropriate Participant, as determined by the Participants. Any costs determined to be owed to the claimant(s) will be borne by the Participants in such proportions as determined by the Participants at that time. If, however, such injury, death, damage or loss results from reckless acts or reckless omissions, wilful misconduct, or gross negligence of a Participant's personnel or agents (which do not include contractors), the cost of any resulting claim will be borne by that Participant alone.

#### 6. SETTLEMENT OF DISPUTES

6.1 Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participants and will not be referred to a national tribunal or any other third party for settlement.

#### 7. AMENDMENT

7.1 This MOU may be amended only with the written consent of the Participants.



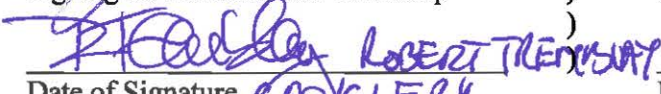

#### 8. DURATION, WITHDRAWAL, TERMINATION

8.1 This MOU will remain in effect indefinitely from the effective date.

8.2 Either Participant may withdraw at any time upon presentation of 90 days written notice.

9. **COMING INTO EFFECT**

9.1 This MOU comes into effect upon the date of the later signature.

 _____ Hal Johnson, Mayor of Cobden ) Signing on Behalf of the Township )	 _____ LCol Clay Rook, Commanding Officer ) Signing on Behalf of the Squadron )
 _____ Date of Signature )	 _____ Date of Signature )
 _____ June 21/17	